

5-0082

12-01

1979 - 1980

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

BORO OF CARTERET

AND

LOCAL 2291 AFSCME AFL-CIO

LIBRARY
not and

12-1979

NEWARK UNIVERSITY

Articles of Agreement made this day of _____ 1979 between the Borough of Carteret, hereinafter referred to as the "Boro" and the American Federation of State, County and Municipal Employees Local 2291 AFL-CIO, hereinafter referred to as the Union.

In consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed on Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

ARTICLE 2

DEDUCTIONS

The Treasurer of the Borough is hereby directed and authorized to make Union Payroll deductions from all Union members. The Union will supply the names of all employees belonging to said Union and from whom said Union payroll deductions are to be made. The aggregate total of such deductions together with a list from whom dues have been deducted, shall be remitted to Council #73, AFSCME, 690 Whitehead Road, Trenton, N.J..

ARTICLE 3

HOURS OF WORK - BLUE COLLAR

The work week shall be forty (40) hours consisting of five (5) consecutive, eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m., with the exception of Sanitation, which starts at 6:00 a.m. with one-half ($\frac{1}{2}$) hour off for lunch. Time and one-half shall be paid for any hours worked beyond those specified in the work week. Workers on a three (3) shift basis shall work eight (8) hours, including lunch periods.

ARTICLE 4

HOURS OF WORK - WHITE COLLAR

The work week shall be thirty-five (35) hours consisting of five (5) consecutive seven (7) hour days, Monday through Friday. Time and one-half shall be paid for any hours worked beyond those specified in the work week.

ARTICLE 5

SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job is unsafe, then work shall cease provided however the Borough shall be given opportunity to immediately remedy the condition.

ARTICLE 6

CALL IN PAY

Any employee called to emergency duty that takes less than four (4) hours to correct, shall be given a minimum of four (4) hours pay at time and one-half.

Emergency to be determined by the Superintendent or other authorized personnel or officials.

ARTICLE 7

INEQUITY STUDY

The Boro agrees to enter into an inequity study dealing with certain white collar titles for the purpose of retroactive implementation back to January 1, 1979.

ARTICLE 8
GRIEVANCE PROCEDURE

Grievance as used herein shall mean:

Disputes between the Boro and the Union or any of its members.

STEP 1.

The Grievance shall be presented orally by the aggrieved or his Steward to the Supervisor. The Supervisor shall have forty-eight hours in which to submit an answer.

STEP 2.

If not satisfactorily settled within the forty-eight (48) hours, the Grievance shall be reduced to writing and submitted to the Department Head. The Department Head shall then have five (5) working days in which to submit their answer. If at this step, no answer is received, the Grievance shall be considered as settled in favor of the employee.

STEP 3.

If the Grievance is not settled satisfactorily within five (5) days, the Grievance shall be submitted to the Mayor and a committee of no less than two Councilmen and a hearing shall be held within ten (10) days, at which hearing the grievant, shop steward, Local Union President and the Council #73 Staff Representative shall be present.

STEP 4.

If the Grievance is still unsettled either party may, within fifteen (15) days after the reply of the Boro and the Council is due, by written notice to the other, request arbitration.

continued...

ARTICLE 8

GRIEVANCE PROCEDUREARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Boro and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Boro and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name.

The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Boro and the Union.

Time extensions beyond those stipulated above may be arrived at by mutual agreements of the parties concerned.

ARTICLE 9

OVERTIME

Section 1:

Time and one-half the employees regular hourly rate of pay shall be paid for work under the following conditions:

1. All hours worked beyond the regular scheduled work week.
2. All hours worked on a Saturday.
3. All hours worked on a holiday plus the holiday pay.
4. All hours worked on a Sunday shall be paid at a double-time rate of pay.

For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Borough for approved absence, shall be credited to time worked when computing the work week.

Overtime shall be offered and rotated equally among all employees doing the same type of work. In case of emergency, no employee shall refuse to work overtime.

ARTICLE 10

LEAVES OF ABSENCE

Leaves of absence with pay may be granted to Union officers or Delegates to conventions, Institutes or Educational Conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all Delegates or Officers combined. Any employee in necessary attendance at meetings with Borough Officials or Supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

ARTICLE 11

HOLIDAYS

The following days shall be recognized as paid Holidays:

New Year's Day

Labor Day

Lincoln's Birthday

Columbus Day
General Election Day
Thanksgiving Day

Washington's Birthday

Veteran's Day

Good Friday

All day Christmas Eve

Memorial Day

Christmas Day

Independence Day

Employee's Birthday

Holidays falling on a Saturday shall be observed on the preceding Friday.

Holidays falling on a Sunday shall be observed on the following Monday.

If a Holiday falls during an employee's vacation period, the employee shall receive an additional day of vacation.

If an employee is required to work on a holiday, he shall receive time and one half ($1\frac{1}{2}$) for the hours worked in addition to his holiday pay.

It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

In addition, the Superintendent shall have the discretion of allowing the employee off on an employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between them and the Superintendent.

ARTICLE 12

VACATIONS

Vacations shall be on the following basis:

One to four years.....	12 working days
Five to nine years.....	15 working days
Ten to fourteen years.....	20 working days
Fifteen to nineteen years.....	25 working days
Twenty years and over.....	30 working days

ARTICLE 13

PERSONAL DAYS

Three Personal days with pay will be granted to all employees covered by this Agreement.

Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor.

In the event that less than 48 hours is given, said leave may be taken only upon authorization by said supervisor.

ARTICLE 14

LONGEVITY

Employees salaries shall be increased retroactive to January 1, 1979 in the following amounts, based on their years of service in accordance with the following schedule.

5 years to 9 years service..... 2%

10 years to 14 years service..... 4%

15 years to 19 years service..... 6%

20 years and over..... 8%

ARTICLE 15

SICK LEAVE

All employees shall be entitled to fifteen (15) days sick leave with pay each year.

Unused sick leave shall be accumulative from one year to the next year.

A doctor's certificate is required after five (5) days of continuous service.

Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

ARTICLE 15

ACCUMULATED SICK LEAVE

Boro employees covered by this Agreement shall receive fifty (50%) percent cash payment of all accumulated sick leave on retirement. In the event of an employee's death, fifty (50%) percent of his accumulated unused sick leave shall be paid to his beneficiary.

ARTICLE 17

WORK UNIFORMS

Adequate work clothing shall be provided for the employees by the Boro.

(a.) Rain gear shall be provided for all outside employees which will include rubber boots for all Boro employees.

(b.) Uniforms

- 3 Winter Jackets
- 3 Winter Shirts
- 3 Winter Pants
- 3 Summer Shirts
- 3 Summer Pants

The Boro shall reimburse all employees for up to Thirty (\$35.00) dollars each year for work shoes or safety shoes.

ARTICLE 18

SHIFT DIFFERENTIAL

There shall be a ten (10¢) cents an hour shift premium for employees working on the second shift.

There shall be a fifteen (15¢) cents an hour shift premium for employees working on the third shift.

Any first shift employee working more than two (2) hours into the second shift, shall receive shift premium for those hours, and any second shift employee working into the third shift shall be compensated at the shift premium for all hours beyond his normal shift.

Any employee working a second consecutive shift will either be provided with a meal or be given \$5.00 to buy a meal if no meal is furnished.

ARTICLE 19

BEREAVEMENT PAY

In case of death in the immediate family of any employee, four days leave of absence with pay shall be granted to arrange or attend funeral services.

Leave of absence shall mean four continuous days, whether working days or not, from the day of death.

Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grandchildren.

These four days shall not be charged to sick leave benefit of any employee.

One day shall be granted with pay in case of death of any other relative to arrange or attend funeral services.

ARTICLE 20

SENIORITY

Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or a termination. The principles of seniority and promotion from within shall be guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required.

All jobs opening must be posted in each department for five (5) days. Copies of all job postings shall be given to the Local Union President.

All employees who work at a job which pays a higher rate of pay than their own, shall receive the higher rate of pay for the time worked at the higher classification.

ARTICLE 21

TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser paying job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request for each additional period of six months. It shall be the responsibility of the immediate supervisor to notify the employee when the six months are due to expire.

ARTICLE 22

DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such treee (3) days the two sides shall meet to try and resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

ARTICLE 23

REST PERIODS

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon. A relief period of one half ($\frac{1}{2}$) hour shall be given to any employee working overtime, once every six (6) hour period.

ARTICLE 24

INSURANCE

The employer shall cover its employees and their dependents with hospitalization from the Blue Cross and Blue Shield, including Major Medical Plan and Rider "J". It shall be carried for the members of the Union employed by the Borough without contributions by the employee toward payment of premiums.

Group Life Insurance in the amount of \$10,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro. The Boro shall supplement the pay of any employee who is on Workmen's Compensation so that the employee will receive full pay for a period of up to one year.

The Boro shall increase the present disability benefits from \$90.00 per week to \$120.00 per week.

All employees who retire shall receive a paid up Life Insurance policy of \$5,000.00.